
CITY OF MINNEAPOLIS

And

**POLICE OFFICERS FEDERATION
OF MINNEAPOLIS**

**LETTER OF AGREEMENT
Language Access Plan Premium Rate of Pay**

WHEREAS, the City of Minneapolis (“Employer”) and the Police Officers Federation of Minneapolis (“Federation”) are parties to a Collective Bargaining Agreement currently in effect; and

WHEREAS, the population of the City of Minneapolis is becoming increasingly diverse; and

WHEREAS, the Minneapolis City Council has adopted a Language Access Plan (“Plan”) to make City programs, services and activities more accessible to members of the public with limited-English language proficiency; and

WHEREAS, the Employer wishes for City employees who possess and use specific language skills in providing City services to be eligible to receive additional compensation for use of those skills.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Applicable Languages.** Languages other than English to which this Letter of Agreement applies are Spanish, Somali, Hmong, Amharic, Vietnamese, Lao, American Sign Language, and Oromo (“other language”). Additional languages may be designated if identified by the Minneapolis Police Department and authorized by the Chief with consultation from the City’s Chief Human Resources Officer.
2. **Utilization of Skills in Other Languages.** In its sole discretion, the Employer may provide additional compensation (known as the “Language Pay Plan Premium”) to qualified employees who intermittently utilize skills in other languages providing City services to members of the public with limited-English proficiency under the following conditions:
 - a. An employee’s supervisor assigns an employee to use the employee’s other language skills; and
 - b. The employee’s use of the other language skills is advantageous to the employee’s job performance; and

- c. Use of the other language skills will allow access to, or provide City services to, members of the public with limited-English proficiency; and
 - d. Employees authorized to receive the Language Pay Plan Premium shall have their name and language skill identified in the CAD system to increase utilization through the dispatch process.
3. Demonstration of Proficiency. In order to be qualified for the premium described herein, employees must demonstrate proficiency in the other language at the competency level required by the Employer. The Employer, in its sole discretion, will establish and maintain language proficiency levels required by the department based upon business needs.
4. Premium Rate of Pay. Effective January 1, 2024, employees shall be compensated at a rate of \$46.153 per two-week period in which there are hours of work including the utilization of the language skill as described in this LOA.
5. Duration. This LOA is effective through a trial period of December 31, 2025. After that time, this LOA will lapse, but the parties may agree to either renegotiate the terms or incorporate this language into the collective bargaining agreement.
6. This Letter of Agreement shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceedings, except in a proceeding arising from claims brought under this Letter of Agreement. The parties shall not ever assert or claim that this Letter of Agreement is precedent in any current or future personnel action or administrative procedure or litigation of any kind.
7. The terms of this Letter of Agreement shall not be construed to place any limits on management rights so long as such rights are not in conflict with a stated term of this Letter of Agreement.
8. The parties agree that this Letter of Agreement constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein. All other terms and conditions of the Labor Agreement will remain in force.
9. This Letter of Agreement is expressly conditioned on approval by the Minneapolis City Council and Mayor of Minneapolis.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

